



Montana Department of  
**ENVIRONMENTAL QUALITY**

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Administrative Record #  
Confidential: Yes ☐ No ☒  
Key Words/Comments:  
Troy Lease

Brian Schweitzer, Governor

## MEMORANDUM

To: Sharon Tobol  
Amy Clark

From: Vicki Woodrow

Date: April 17, 2007

Subject: Remediation Division – Lease for Apartment in City of Troy Complex

Attached is the Lease Agreement between DEQ and the City of Troy for Apartment #3 in a city owned apartment complex located in Troy. Remediation Division, Hazardous Waste Site Cleanup Bureau staff will be using this facility for lodging while conducting project oversight of the Troy Asbestos Property Evaluation project for the Tory Operable Unit of the Libby Asbestos Site. This project is authorized by several Task Orders under Contract #402014.

Funding for the project is provided by the EPA Cooperative Agreement, V-97801901, Federal Catalog No. 66.802. The Org Unit is 476000 – Libby/Tory (fund 03721, subclass 430H3).

The lease runs from April 1, 2007 through March 31, 2008, with a monthly rental of \$675.00 per month. The program intends to pay the entire annual rent, \$8,100, in 1 payment upon final execution of the lease agreement.

Financial Services Approvals:

*Sharon Tobol*

Contract Document Logged into FS

*Amy Clark*

FMB Fiscal Officer

*Vicki Woodrow*

Contracts Officer

*Sharon Tobol*

Contract Mailed

*4/19/07*  
Date

*4/20/07*  
Date

*4/17/07*  
Date

*4/20/07*  
Date



Brian Schweitzer, Governor

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April 20, 2007

James C. Hammon, Mayor  
The City of Troy, Montana  
P.O. Box 823  
Troy, MT 59935-0823

Dear Mr. Hammon:

Enclosed is a fully executed copy of Lease Agreement #9005 for your records. If you have any questions or concerns, contact Vicki Woodrow at (406) 444-3101.

Sincerely,

Sharon Tobol  
Accounting Technician  
Financial Services

Enclosures

c. Katherine LeCours, MWC/REM  
Garett M. Bacon, DofA General Services  
File

P O Box 823, Troy, Montana 59935

(406) 295-4151

FAX (406)295-4540

## THE CITY OF TROY

James C. Hammons, Mayor

### COUNCIL

Laura Schrader  
Ron Pierce  
Larry Baker  
Ron Rebo

April 12, 2007

Vicki Woodrow  
Montana Dept of Environmental Quality  
15200 East Sixth Avenue  
Helena, Montana 59620-0901

RE: City of Troy - Annex Lease and  
Apartment Lease for Apartment No. 3

We are enclosing three originals signed and notarized for the lease of Apartment No. 3, Troy, Montana. Please return one original set for the City on Apartment No. 3 for our records.

Thank you for your time and work to complete this process.

Sincerely,



Sandra Johnson  
City Clerk/Treasurer

encls

APR 12 2007  
CITY OF TROY  
CLERK OF COURT  
FINANCIAL SERVICES

## LEASE AGREEMENT

THIS LEASE #9005 made this 28th day of **March**, 2007, by and between the **CITY OF TROY, MONTANA**, a municipal corporation, Post Office Box 823, Troy, Montana 59935-0823, hereinafter referred to as the **Lessor** and **MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY**, 1520 East Sixth Avenue, Helena, Montana, 59620-0901, hereinafter referred to as the **Lessee**. Rights, liabilities and other matters not referred to in this Agreement shall be governed and controlled by the Montana Residential Landlord and Tenant Act.

### WITNESSETH:

1. **Agreement To Lease.** The **Lessor** hereby agrees to lease to the **Lessee** and the **Lessee** hereby agrees to lease from the **Lessor** that certain residence and property more particularly described as follows:

Apartment Number 3  
Lot 6 of Block 1, West Troy, Montana, according to the plat thereof on file in the office of the Clerk and Recorder of Lincoln County, Montana.

2. **Lease Term.** The term of this lease shall be for **one (1) year**, beginning the **1st** day of **April**, 2007, and ending the **31st** day of **March**, 2008.

3. **Rental.** The **Lessee** shall pay to the **Lessor** reasonable rental for the demised premises the sum of **Eight Thousand One Hundred Dollars (\$8,100.00)**, payable in advance at the rate of **Six Hundred Seventy-Five Dollars (\$675.00) per month** by the 10th day of each and every month during the term of this lease.

Said lease installment shall include the utility charges for water, sewer, and power based on the prior year's average charges. The **Lessor** and the **Lessee** agree that the above set forth rental shall be adjusted at the

end of the lease to reflect the actual utility charges with any underpayment being paid to the **Lessor**, and any overpayment paid to the **Lessee**.

All rental payments shall be made payable to the **CITY OF TROY, MONTANA**, and addressed to Post Office Box 823, Troy, Montana 59935-0823.

4. **Lessee's Covenants.** The **Lessee** agrees:

A. **Rent.** That the **Lessee** will pay the said rent at the times and in the manner aforesaid.

B. **Use Of Premises.** That the **Lessee** understands that said demised premises shall be used and occupied by employees or agents of the **Lessee** or others with the consent of the **Lessee** and that it will be the **Lessee's** duty and obligation to assure said parties' compliance with all terms and conditions of this lease.

C. **Care Of Premises.** That the **Lessee** will occupy said demised premises and shall keep the same in good condition, including such improvements as may be made thereon hereafter, the usual wear and tear and damage by the elements excepted, and shall not make any alterations thereon without the written consent of the **Lessor** and shall not commit or suffer to be committed any waste upon said premises. The **Lessee** shall maintain the demised premises and all grounds in neat condition. The **Lessee** shall further notify the **Lessor** of any damage to said demised premises in a timely manner. All repairs must have the written consent of the **Lessor** and the **Lessee** hereby (waives waive) all right to make repairs at the

expense of the Lessor. The Lessee further shall bring to the attention of the Lessor any repairs required on the premises.

D. No Pets. The Lessee shall keep no pets in or on the premises unless written permission is obtained from the Lessor.

E. Not To Suffer Unlawful Use, Or To Endanger Insurance. That the Lessee will not make or suffer any unlawful, improper or offensive use of the premises, or any use or occupancy thereof contrary to any law of the state, now or hereafter made, or which shall be liable to endanger or affect any insurance on the said buildings thereon or to increase the premium thereof.

F. Not To Make Alterations Or Additions. That the Lessee will not make any alterations or additions in or to the premises without the written consent of the Lessor.

G. Not to Assign. That the Lessee will not assign, underlet, or part with the possession of the premises without first obtaining the written consent of the Lessor.

H. To Permit Lessor To Enter. That the Lessor at all reasonable times may enter to view the premises and to make repairs which the Lessor may see fit to make, or to show the premises to persons who may wish to lease or buy, and that during two (2) months next preceding the expiration of the term the Lessee will permit the Lessor to place and keep upon the premises a notice that the premises are for rent or for sale.

I. To Yield Up Premises. That at the expiration of the lease term the Lessee will peaceably yield up to the Lessor the premises and all erections and additions made upon the same, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted, as the same now are or may be put in by the Lessor.

J. Assent Not Waiver Of Future Breach Of Covenants. That no assent, express or implied, by the Lessor to any breach of any of the Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same covenant.

K. Condition Of Premises. That the Lessee has viewed the premises and equipment and accepts the same in their present condition, and acknowledges that the same are in good condition.

5. Lessor's Covenant For Quiet Enjoyment. The Lessor covenants that the Lessee shall peaceably hold and enjoy the premises.

6. Insurance Upon Premises And Equipment. The Lessor shall be responsible for maintaining its own policies of fire and hazard insurance upon the property described in Paragraph 1 above during the term of this lease. The Lessee specifically (understands understand) that said insurance coverage will not cover damage to the Lessee's personal property or any other possessions of the Lessee located in or about said premises.

7. Proviso For Reentry. If the rent is not paid when it is due the Lessee shall either make arrangements in writing agreeable to the Lessor for repayment of the delinquent rent, together with interest, or covenants and

agrees that the **Lessee** will vacate the premises in accordance with Paragraph 8, within three (3) days from notice to do so.

**8. Compliance with Local, State and Federal Laws.**

The **Lessor** and the **Lessee** each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act of 1990, PL 101-336, Section 504 of the Rehabilitation Act of 1973, the Montana Safety Culture Act and 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules.

The **Lessor** agrees to provide an additional alternative accessible site, other than the leased premises, for use by the **Lessee** in the event it is necessary to provide services, benefits, or other communication to the individuals with a disability. In the event an alternative ADA site is not available or economically feasible for the **Lessor** to provide within thirty (30) days of a written request thereof by the **Lessee**, the **Lessee** may terminate the lease with a thirty (30) day written notice.

The **Lessee** and **Lessor** respectively agree to conform to all rules and regulations adopted under the Montana Safety Act and the Act itself. The **Lessee** and **Lessor** further agree to comply with the ordinances and laws of the City of Troy, and the State of Montana, affecting the use of the premises and to assume all legal responsibility for any changes or damages for non-observance.

The **Lessor** agrees to provide the Department of Administration, the legislative auditor, the Legislative Fiscal Division, and their authorized agents access to any records relating to this lease and will create and retain records relating to the lease for a period of three (3) years from lease termination or the conclusion of any claim, litigation or exception relating to the lease or a time period established by the local government records retention committee, whichever is longer.



9. Termination. The **Lessor** acknowledges, understands, and agrees that the **Lessee**, as a state agency, is dependent upon state and federal appropriations for its funding. In the event state or federal government funds available for this purpose are reduced, the **Lessee** may terminate this lease by giving thirty (30) days written notice to the **Lessor**.

The **Lessee** shall not be liable to the **Lessor** for any amount which would have been payable had the lease not been terminated under this provision. The **Lessee** shall be liable to the **Lessor** only for the amount owed to the **Lessor** up to the date the **Lessee** vacates the premises.

The failure of either party to this lease to fully perform under any or all of the terms and conditions shall constitute a breach of this lease, entitling the non-defaulting party to take any and all such action as may be provided by law.

Any breach or default alleged under this lease shall be occasioned by a thirty(30)day written notice of the same to the defaulting party. If at the end of such thirty(30)day period, the defaulting party has not cured the breach, the non-defaulting party may take any and all such actions as may be provided by law.

At the expiration or termination of this lease or any extension of it, the **Lessee** will vacate and surrender the premises to the **Lessor** in as good condition and repair as when it took possession, reasonable wear and tear excepted. All property and fixtures placed in the premises by the **Lessee** or owned by the State of Montana may be removed by the **Lessee** within thirty 30)days of termination.

10. Surrender Of Premises. That at the expiration of said term or the sooner determination thereof, the **Lessee** shall peaceably quit and surrender possession of said premises in as good condition as reasonable use and wear thereof will permit.

11. Notices. All notices required to be sent under the terms of this lease shall be sent to the following addresses, and shall be deemed delivered upon the date of mailing:

THE CITY OF TROY, MONTANA  
Post Office Box 823  
Troy, Montana 59935-0823

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY  
1520 East Sixth Avenue  
Helena, Montana 59620-0901

IN WITNESS WHEREOF, we have set our hands the day and year first above written.

CITY OF TROY, MONTANA, Lessor

By: James C. Hammons  
James C. Hammons, Mayor

Sandra Johnson  
Sandra Johnson, City Clerk

MONTANA DEPARTMENT OF  
ENVIRONMENTAL QUALITY, Lessee

By: Vicki J. Woodrow  
~~Dean Rude~~ VICKI J. WOODROW, CONTRACTS OFFICER  
yw04/m/07

APPROVAL  
DEPARTMENT OF ADMINISTRATION

Subscribed and sworn to (or affirmed) before me this 17<sup>th</sup> day of April  
20 07, by Garett M. Bacon

Garett M. Bacon CH-17  
Garett M. Bacon  
Leasing Officer

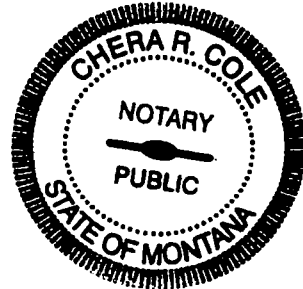
Susan J. Campbell (sign)  
Notary Public for the State of Montana  
Susan T. Campbell (print)  
Residing at: Helena, Montana  
My Commission expires: 12/27/2011

STATE OF MONTANA )  
: ss.  
County of Lincoln )

On this 12<sup>TH</sup> day of April, 2007, before me, a  
Notary Public for the State of Montana, personally appeared  
**JAMES C. HAMMONS** and **SANDRA JOHNSON**, known to me to be,  
respectively, the Mayor and the City Clerk of the **CITY OF**  
**TROY, MONTANA** that executed the foregoing instrument and  
acknowledged to me that such City executed the same

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my Notarial Seal the day and year first hereinabove  
written.

Chera R Cole  
CHERA R COLE  
Notary Public For The State Of Montana  
Residing At TROY Montana  
My Commission Expires April 15, 2008



STATE OF MONTANA )  
: ss.  
County of Lewis & Clark )

On this 17<sup>th</sup> day of April, 2007, before me, a  
Notary Public for the State of Montana, personally appeared  
~~DEAN RUDS~~, MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY and  
~~GARETT M. BACON, DEPARTMENT OF ADMINISTRATION~~, known to me

VICKI J.  
Wardlaw  
yw  
04/17/07

yw  
04/17/07

to be the persons described herein and who executed the foregoing instrument and acknowledged to me that they executed the same

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first hereinabove written.

Elois M. Johnson

Elois M. Johnson

Notary Public For The State Of Montana  
Residing At Townsend, Montana  
My Commission Expires 11/24/09